dart, 15 Ind. 33; *Allen* v. *Kemble,* 6 Moore P. C. 314. This is so since the contract of the drawer is to pay the bill in the place where it is drawn, in case of the failure of the drawee to accept it, and not to pay it in the place where the drawee resides. *Woods* v. *Gibbs,* 35 Miss. 559. It follows that the right of the drawer to protest and notice must be governed by the above rule. *Thorp* v. *Craig,* 10 Iowa 461; *Williams* v. *Putnam,* 14 N. H. 540; *Raymond* v. *Holmes,* 11 Tex. 55; *Carroll* v. *Upton,* 2 Sandf. (N. Y.) 171, affirmed 3 N. Y. 272. This doctrine, although sustained by the great weight of authority, has not escaped criticism and dissent. *Shanklin* v. *Cooper,* 8 Blackf. (Ind.) 42, but later overruled, 15 Ind. 33; *Peck* v. *Mayo,* 14 Vt. 33; 1 DANIEL, NEG. INST. (5th Ed.), § 901; 2 KENT COMM. 459, 460; 2 PARSONS, NOTES AND BILLS, 347. The decision in the principal case seems to be in accord with the earlier New York authorities, which are fully discussed in the opinion.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAW—REGULATION OF COMMON CARRIER.—The defendant in error brought an action to collect a penalty for the failure of the plantiff in error to adjust and pay a claim for an intrastate shipment, under the provisions of a statute of South Carolina (24 Stat. at L. 81), requiring common carriers to adjust and pay every claim for loss or damage to an intrastate shipment within forty days, and within ninety days in case of shipments from without the state, after the filing of such claim, under penalty of $50 for each failure or refusal, provided, that unless such consignee recover in such action the full amount, no penalty shall be recovered. *Held,* common carriers are not denied the equal protection guaranteed under the Fourteenth Amendment to the United States Constitution, by the provisions of this statute. (Mr. Justice PECKHAM dissents.) *Seaboard Air Line Railway* v. *A. L. Seegers and W. B. Seegers* (1907), 28 Sup. Ct. Rep. 28.

The state legislatures may classify subjects of legislation, conferring rights or imposing burdens on the created class, but such classification must always rest upon some difference which bears a reasonable and just relation to the act in respect to which the classification is proposed, and can never be made arbitrarily and without such basis. *Kane* v. *Erie R. Co.,* 133 Fed. 681. While this principle is well recognized, it is exceedingly difficult to apply, and the distinctions made in the decided cases often seem rather obscure. A penalty imposed for a railroad's failure to fence its right of way, payable to the individual injured, is valid. *Missouri Pacific R. R.* v. *Humes,* 115 U. S. 512. Also, an act requiring a railroad to pay reasonable attorney fees in suits brought for damage by fires has been sustained. *Atchison, Topeka & Santa Fe R. R. Co.* v. *Matthews,* 174 U. S. 96. On the other hand, a stipulation requiring a railroad to pay attorney fees as part of the judgment rendered against it for killing live stock was held to be an unreasonable classification. *Gulf, Colorado & Santa Fe R. Co.* v. *Ellis,* 165 U. S. 150. The tendency seems to be, however, to sustain the validity of such laws, where the classification is reasonable and the burdens imposed on the class are related to some of the peculiarities of such class. *Vogel* v. *Pekoc,* 157 Ill. 339; *Schimmele* v. *R. R.,* 34 Minn. 216; *Fidelity Mutual Life Insurance Association* v.

Mettler, 185 U. S. 308; *Pennsylvania Co.* v. *State,* 142 Ind. 428. In the principal case, the court says that it is not an act imposing a penalty for the non-payment of debts, but "the design was to bring about a reasonably prompt settlement of all proper claims, the penalty, in case of a recovery in a court, operating as a deterrent of the carrier in refusing to settle just claims, and as a compensation of the claimant for the trouble and expense of the suit which the carrier's unreasonable refusal made necessary." The court does not consider the validity of the statute when applied to shipments from without the state.

CONTRACTS—MUTUALITY OF OBLIGATION.—Defendant, a cement manufacturer, on consideration that plaintiff, a cement dealer, would give the defendant's brand the preference in his (plaintiff's) sales, "push" it in every way, and sell as much as possible, agreed to let plaintiff have all the cement necessary for the purpose at a lower rate per barrel than other dealers. *Held* (CHESTER and SEWELL, JJ., dissenting), that the contract was void for lack of mutuality, because the dealer did not bind himself to make any sales of cement. *Jackson* v. *Alpha Portland Cement Co.* (1907), 106 N. Y. Supp. 1052.

It must be acknowledged that each side of this case may be supported by strong arguments, and the view taken by the dissenting justices seems to be as well established by authority as the majority opinion. The general rule is, that a promise is a good consideration for a promise; but to constitute a valid contract, the promises must be enforceable. Therefore, it has been held that an offer to furnish all goods that a promisee might "want" during a certain period, even if accepted by him, constitutes no contract for lack of mutuality. *McCaw Mfg. Co.* v. *Felder,* 115 Ga. 408, 41 S. E. 664; *Bailey et al.* v. *Austrian,* 19 Minn. 535; *Chicago & G. E. R. R. Co.* v. *Dane,* 43 N. Y. 240. On the other hand, many courts have held that a promise to furnish all goods which the buyer would "require" in his business for a certain specified time, if accepted, constitutes a valid contract. *Minnesota Lumber Co.* v. *Coal Co.,* 160 Ill. 85, 43 N. E. 774, 31 L. R. A. 529; *Smith* v. *Morse,* 20 La. Ann. 220; *Dailey Co.* v. *Clark Can Co.,* 128 Mich. 591, 87 N. W. 761; *Wells* v. *Alexandre et al.,* 130 N. Y. 642, 29 N. E. 142, 15 L. R. A. 218; *Fertilizer Co.* v. *Phosphate Co.,* 121 Fed. 298, 61 L. R. A. 402, 58 C. C. A. 220. The cases of *Rafolovitz* v. *American Tobacco Co.,* 25 N. Y. Supp. 1036, 75 Hun 87, and *Commercial W. & C. Co.* v. *Northampton P. C. Co.,* 100 N. Y. Supp. 960, 115 App. Div. 388, upon which the principal decision relies, do not appear to be exactly in point, and the principal case seems to be directly in conflict with *Ellis* v. *Miller,* 164 N. Y. 434, 58 N. E. 516, though a distinction is attempted by the court in the fact that in the latter case the manufacturer agreed to furnish at least $1,000.00 worth of cigarettes, whereas in the principal case no minimum was fixed. On the subject of mutuality, see further, 5 MICH. LAW REV. 202, 581.

CORPORATIONS—AGREEMENT TO TAKE SHARES OF STOCK.—Defendant agreed to take five shares of stock in a corporation to be organized. The statute provided for opening of stock books for subscriptions. Defendant did not